

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

DAMION L. THOMAS,

Plaintiff,

vs.

CHRYSLER GROUP LLC; CAROL M.
DOUGLASS; DOES I through X; and ROE
CORPORATIONS XI THROUGH XX, inclusive,

Defendants.

CAROL M. DOUGLASS,

Crossclaimant,

vs.

CHRYSLER GROUP LLC,

Crossdefendant.

CASE NO. 2:14-cv-671-JAD-GWF

**ORDER GRANTING MOTION FOR
GOOD FAITH SETTLEMENT
DETERMINATION AND ORDER
BARRING FURTHER CLAIMS
AGAINST DEFENDANT FCA US
LLC [Doc. 41]**

This matter involves a single vehicle accident in which plaintiff Damion Thomas crashed a 2008 Jeep Cherokee into a concrete pillar in the valet parking garage at Caesars Palace Hotel & Casino on September 26, 2013, while retrieving it for the vehicle owner, defendant Carol Douglass.

Before the Court is the Motion for Good Faith Settlement Determination and Order Barring Further Claims Against Defendant FCA US LLC.¹

A. Legal Standard

Nevada Revised Statute section 17.245 requires a settlement to be a “good faith” settlement. See Nev. Rev. Stat. §17.245. If a good faith settlement is reached, it provides the tortfeasor with “an affirmative defense to any claims for contribution by another joint tortfeasor found liable for damages to plaintiff.” *In re MGM Grand Hotel Fire Litig.*, 570 F.

¹ I find this motion suitable for disposition without oral argument. Nev. L.R. 78-2. No party filed a response to the motion. This constitutes consent to the granting of the motion under Local Rule 7-2(d).

1 Supp. 913, 927 (D. Nev. 1983) However, the statute gives ‘little guidance’ in determining
2 what constitutes good faith. *Velsicol Chem. Corp. v. Davidson*, 107 Nev. 356, 357, 811 P.2d
3 561, 562 (1991) (per curiam).

4 Accordingly, courts apply the following factors when determining whether a
5 settlement satisfies Section 17.245's good faith requirement: (1) the amount paid in
6 settlement; (2) the allocation of the settlement proceeds among plaintiffs; (3) the insurance
7 policy limits of settling defendants; (4) the financial condition of settling defendants; (5) the
8 existence of collusion, fraud or tortious conduct aimed to injure the interests of non-settling
9 defendants. *In re MGM Grand Hotel Fire Litig.*, 570 F. Supp. at 927 (citing *River Garden*
10 *Farms, Inc. v. Superior Court for Cnty. Of Yolo*, 26 Cal.App. 3d 986, 996, 103 Cal. Rptr.
11 498, 505 (1972)).

12 A trial Court has discretion to determine whether a settlement has been made in
13 good faith. *In re MGM Grand Hotel Fire Litig.*, 570 F. Supp. at 927. A settling defendant
14 bears the burden of proving that the settlement was in good faith. *Doctors Co. v. Vincent*,
15 120 Nev. 644, 650-53, 98 P.3d 681, 685-87 (2004).

16 **B. The Settlement Satisfies the Good-Faith Requirement.**

17 FCA's good faith motion satisfies the requirement for several reasons. First,
18 the settlement is the result of extensive arm's length negotiations and consideration of all
19 facts and circumstances available both with an independent mediator at a private
20 mediation and afterwards, amongst themselves. Second, it appears that the price paid
21 for the settlement reflects the parties' consideration of relative liability and the strengths
22 and weaknesses of their respective claims and defenses. Lastly, based on the motion
23 before the Court, the settlement is not the product of collusion, fraud, or tortious conduct.

24 The Court has examined the Confidential Settlement Agreement and Release
25 between plaintiff and FCA US LLC by which plaintiff will settle his claims against FCA US.
26 The confidential price offered for the settlement, based on the facts available, appears
27 reasonable and to be within the reasonable range of the settling defendant's proportionate
28 share of the comparative liability for the plaintiff's injuries and damages. Based on these

1 findings, the Court hereby Orders that the proposed settlement between FCA US LLC and
2 plaintiff is in good faith in accordance with NRS 17.245 and this Court Orders that any
3 further claims against FCA US LLC for contribution or equitable indemnity are hereby
4 barred.

5 **DATED** this 19th day of August, 2015.

6
7 IT IS SO ORDERED:

8 By: 

9 Jennifer A. Dorsey
10 United States District Judge

11 Respectfully submitted:

12 **BOWMAN AND BROOKE LLP**

13 /s/ Curtis J. Busby
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21 FCA US LLC (f/k/a Chrysler Group LLC)
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